and allows the jury to determine the fact, solely on the ground that the notary public as cashier of plaintiff bank was not a disinterested witness. It is sustained by two New York cases. *Kingsland Land Company* v. *Newman,* 36 N. Y. Supp. 960, and *Bank* v. *Diefendorf,* 123 N. Y. 191. The decision is at least open to criticism. It might well be doubted whether the notary's position with the plaintiff bank should make any material difference. His obligations as a notary public are first and foremost and, with reasonable regard for the integrity of a man in a responsible position, it ought not to be imputed that they are likely to be disregarded because of his duties as cashier. A Minnesota case seems to sustain the criticism. On a similar state of facts —except that the notary was book-keeper instead of cashier—it was held that evidence of non-receipt was inadmissible; that it was error for the court below to have admitted it, and that because of notary's affiliation with the plaintiff bank it could not properly be inferred that he was officially delinquent. It re-inforces its decision by giving he reasons of business expediency why the jury should not be allowed to pass upon the question. *Wilson* v. *Richards,* 28 Minn. 337.

CARRIERS—INTRA-STATE RULE AS TO EFFECT OF LIMITATIONS OF LIABILITY IN BILL OF LADING.—The shipper in an intra-state shipment was allowed to recover the full value of the goods lost, although the bill of lading and schedules filed with the State Railroad Commission contained a stipulation limiting liability to Five Dollars unless a greater value was declared. Defendant contended that the shipper was charged with notice of the rates and schedules filed with the Railroad Commission, and having accepted the bill of lading without dissent, he was bound by its terms. The court *held* that when property is tendered for shipment it is presumed that the shipper desires to ship it unreleased and collect full value in case of loss or damage. Rates and schedules, limiting the liability of the carrier in consideration of reduced rates, are binding only when called to the attention of the shipper and he has assented thereto. *Wise* v. *Atlantic Coast Line Co.* (S. C. 1915), 86 S. E. 22.

This is contrary to the Federal Rule in case of inter-state shipments. A regulation filed with the Interstate Commerce Commission, limiting the liability of the carrier to a specified amount in the absence of the declaration of a greater value is conclusively presumed a part of the contract of shipment, and governs the liability of the carrier. *Boston & Maine Railroad* v. *Hooker,* 233 U. S. 97; *Adams Express Co.* v. *Croninger,* 226 U. S. 97. The shipper must at his peril take notice of the regulations and schedules filed with the Interstate Commerce Commission, and an acceptance of a bill of lading containing stipulations in accordance therewith, is binding on the shipper. *Colby* v. *American Express Co.* (1915), 94 Atl. 198; *Louisville & N. R. Co.* v. *Miller,* 156 Ky. 677; *Ford* v. *Chicago, R. I. & P. R. Co.,* 123 Minn. 87. The Cummins Act of March 4, 1915, seems to have changed the Federal Rule somewhat by making the carrier liable for the full value of the goods lost, in spite of such schedules and limitations in the bill of lading, where the carrier is aware of the true value and character of the goods

tendered for shipment. See 13 MICH. L. REV. 590. While the Federal Rule has been adopted by a number of states in cases of intra-state shipments, the South Carolina Rule still prevails in some states in the case of intra-state shipments. *Hill* v. *Adams Express Co.*, 82 N. J. L. 373; *Hughes* v. *Pa. Ry. Co.*, 202 Pa. 222; *Chicago, Milwaukee & St. Paul Ry.* v. *Solan*, 169 U. S. 133.

CARRIERS—LIABILITY UNDER EXEMPTION CONTRACT FOR INJURIES TO PULLMAN EMPLOYEES.—Plaintiff was employed as a porter on a Pullman car attached to the train of defendant company, under a contract of employment releasing both companies from liability in case of injuries sustained while in the employ of the Pullman Company. In an action against the defendant railroad for injuries resulting from the negligence of the defendant, he was permitted to recover in spite of his contract. The court, following the case of *Coleman* v. *Pennsylvania R. R. Co.*, 242 Pa. 304, held that in every case where one, not an employee or trespasser, is carried on a railroad, the undertaking of the railroad is that of a common carrier, and the party, although not a passenger, is, in the ordinary sense of the word, entitled to the rights of a passenger so far as his safe transportation is concerned. The plaintiff, being entitled to the rights of a passenger, the public policy of Pennsylvania forbade the railroad to make any such contract exempting itself from responsibility for its own negligence. *Murray* v. *Phila. & R. Ry. Co.* (Pa. 1915), 94 Atl. 558.

Upon almost identical facts, a similar contract was upheld as not being against public policy, and held to be a bar to plaintiff's action for injuries sustained through the carrier's negligence. *Robinson* v. *B. & O. Ry.* (1915), 35 Sup. Ct. 491.

The authorities are not in accord as to the effect of such contracts. Such contracts have been held invalid in *Sewall* v. *Atchison, T. & S. F. R. Co.*, 78 Kan. 1; *Mo., K. & P. R. R. Co.* v. *West*, 38 Okla. 581; *Weir* v. *Rountree*, 97 C. C. A. 500. In some jurisdictions—Kansas, Virginia, Kentucky—such contracts have been declared invalid under statutory or constitutional provisions governing contracts of employment. The decided weight of authority, however, seems to uphold such contracts as not being against public policy, for the reason that a railroad company is not a common carrier in transporting goods for express companies or carrying the cars of the Pullman Company; it acts in the capacity of a private carrier and as such has absolute freedom of contract, and may stipulate for exemption from liability for injuries from its own negligence. *B. & O. etc. Ry.* v. *Voigt*, 176 U. S. 498; *Perry* v. *Phila. B. & W. Ry. Co.*, 24 Del. 399; *Express Cases*, 117 U. S. 1. Contracts exempting carriers from liability for injuries to circus employees while transporting a circus have been held valid in *Seger* v. *Northern P. Ry. Co.*, 166 Fed. 526; *Kelley* v. *Grand Trunk Western Ry. Co.*, 46 Ind. App. 697; *Cleveland C. C. & St. L. R. R. Co.* v. *Henry*, 177 Ind. 94. Cases involving express clerks, see: *Voigt Case*, supra; *Blank* v. *Ill. Cent. Ry. Co.*, 182 Ill. 332; *Louisville etc. Ry.* v. *Keefer*, 146 Ind. 21. It is questionable whether such contracts would be upheld in the case of mail clerks. There are no